

**IN THE UNITED STATES DISTRICT
COURT FOR THE NORTHERN DISTRICT
OF ILLINOIS EASTERN DIVISION**

MELINDA SGARIGLIA,)	
)	
Plaintiff,)	Case No. 1:19-cv-
05684 v.)	
)	Honorable Robert W. Gettleman
AMERICAN INTERNATIONAL		
) RELOCATION SERVICES, LLC, d/b/a		
) AIRES, an Illinois limited liability		
)		
company, NICHOLAS GONRING, and)	Jury Demanded
KELSEY GONRING,)	
)	
Defendants.		
)		

**DEFENDANTS NICHOLAS GONRING AND KELSEY
GONRING'S
LR 56.1 STATEMENT OF ADDITIONAL UNDISPUTED MATERIAL
FACTS**

1. On or about May 10, 2016, Nicholas and Kelsey Gonring (the “**Gonrings**”) purchased the subject property, Unit 1 (“**Unit 1**”) in a three-condo building located at 2726 West Cortez Street, Chicago, IL (the “**Building**”). Affidavit of Kelsey Gonring, attached as **Exhibit A**,

¶2; Affidavit of Nicholas Gonring, attached as **Exhibit B**,
¶2.

RESPONSE: Admit

2. Unit 1 is located on the bottom floor of the Building. Ex. A, ¶2; Ex. B,
¶2.
RESPONSE: Admit

3. By way of owning Unit 1, the Gonrings became members of the 2726 West Cortez Condominium Association (the “**Association**”). Ex. A, ¶3; Ex. B, ¶3.

RESPONSE: Admit

4. Throughout the time the Gonrings lived in the Building, John Gorr (“**Gorr**”) was the owner of Unit 3, located on the top floor of the Building. Ex. A, ¶¶2, 4; Ex. B, ¶¶2, 4; Declaration of John Gorr dated July 27, 2023, attached as **Exhibit C**, ¶2.

RESPONSE: Admit.

5. On December 4, 2017, Gorr informed the Gonrings for the first time of water infiltration into his unit, Unit 3. In his email to the Gonrings, Gorr explained that water was entering Unit 3 above the windows and doors of his unit. Ex. A, ¶5; Ex. B, ¶5; Ex. C, ¶3; Email dated December 4, 2017, attached as **Exhibit D**.

RESPONSE: Deny. It is evident from the email and tone that Mr. Gorr had complained about water entering his unit before. In the same Exhibit D, page 2, there is an email from Mike Ehlers regarding the ESI report dated Nov 29, 2017, showing that a claim had been made on the building’s insurance. Before that, board meeting minutes from November 9, 2017 state, “JG having leaks above some windows, and near back door.” Attendees included the Defendants. (See Exhibit 9 to Plaintiff’s Motion for Summary Judgment, attached for convenience here as Plaintiff’s Reply Exhibit 9).

6. After this, the Association engaged Bral Restoration, LLC (“**Bral**”) to conduct exploratory work into the cause of water infiltration into Unit 3. Bral recommended tuck-pointing and sealing the block. Ex. A, ¶6; Ex. B, ¶6; Ex. C, ¶4; Bral Report and Quote dated May 3, 2018, attached as **Exhibit E**.

RESPONSE: Admit.

7. The Association obtained a second quote for the proposed work from Arrow Masonry and Exteriors, Inc. (“**Arrow**”). Ultimately, the Association voted to move forward with the quote from Arrow, which was backed by a 5-year warranty on material and labor and related guarantee on leak prevention. Ex. A, ¶7; Ex. B, ¶7; Ex. C, ¶4; Arrow Contract, attached as **Exhibit F**.

RESPONSE: Admit obtained a quote. Deny the remainder of the paragraph. The quote itself contradicts this assertion. The quote specifically excludes leaks attributable to the roof. The quote further excludes “leaks from defective and improperly installed windows/ doors...” Ex. F, pages 1-2.

8. On May 7, 2018, Kelsey Gonring signed the contract with Arrow Masonry on behalf of the Association. Ex. A, ¶8.

RESPONSE: Admit.

9. In the Spring of 2018, the Gonerings were relocated to Michigan for work. As a benefit provided to Nicholas’ from his employer, AIRES, a relocation company, was contracted to help relocate the Gonerings to Michigan and to facilitate the sale of Unit 1. Ex. A, ¶9; Ex. B, ¶8.

RESPONSE: Admit.

10. On May 19 and 21, 2018, respectively, Kelsey and Nicholas Gonring filled out and executed a Residential Real Property Disclosure Report, pursuant to 765 ILCS 77/35 (the “**Disclosure Report**”). Ex. A, ¶10; Ex. B, ¶9; Disclosure Report, attached as **Exhibit G**.

RESPONSE: Admit.

11. The Disclosure Report provided the instruction: “These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real

property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.” Ex. G.

RESPONSE: Admit this language is in the Disclosure Report.

12. On the Disclosure Report, the Gonrings disclosed that they were not aware of leaks or material defects in the roof, ceilings, or chimney, and not aware of material defects in the walls, windows, doors, or floors of their unit. Ex. A, ¶12; Ex. B, ¶11; Ex. G, ¶¶5-6.

RESPONSE: Admit.

13. During the Gonrings’ ownership of Unit 1, they did not experience any leaking or water infiltration into the unit and were not aware of any structural issues into the unit. Ex. A, ¶12; Ex. B, ¶11.

RESPONSE: Deny. The Gonrings’ obtained quotes for work that is for their own unit and the limited common elements. The Arrow quote describes flashing work to be performed on all 3 rear decks, which are a limited common element. (See Bylaws, attached as Exhibit 17, paragraph 1k). On March 30, 2018, Defendants obtained a quote from Gralak Tuckpointing, where the quote specifically recommends “installing new caulking sealant [brand name] to 100% of the doors, windows...” and “remove old caulking...” (See March 30, 2018 quote, attached as Exhibit 20 to Plaintiff’s original Motion for Summary Judgment, attached as an Exhibit her for convenience.). Per the bylaws, windows and doors are a limited common element. (See paragraph 1k of Bylaws, attached as Exhibit 17 to Plaintiff’s Motion for Summary Judgment on Damages). The ESI Report further discloses structural issues pertaining to the openings that resulted from the original construction of the building. (See Exhibit 8 of original Motion for Summary Judgment, attached here for convenience).

14. On May 29 and May 30, 2018, respectively, Kelsey and Nicholas Gonring filled out and executed the Seller's Property Disclosure Statements, a form prepared by AIRES (the "**AIRES Disclosure**"). Ex. A, ¶13; Ex. B, ¶12; AIRES Disclosure, attached as **Exhibit H**.
RESPONSE: Admit.

15. The Gonrings disclosed on the AIRES Disclosure that they was aware of water leakage at the Building, and included a statement that "Unit 3 had leaks on west facing windows→ HOA sealed building to resolve Unit 3 leak." Ex. A, ¶14; Ex. B, ¶13; Ex. H, p. 2.

RESPONSE: Admit this is what Defendants wrote.

16. Additionally, in the AIRES Disclosure, the Gonrings disclosed that they were aware of shared or common areas or maintenance agreements for the Building and further stated in explanation: "Tuckpointing & sealing of Building exterior." Ex. A, ¶15; Ex. B, ¶14; Ex. H, p. 5.

RESPONSE: Admit.

17. Arrow Masonry completed the work on the Building by June 4, 2018. Ex. A, ¶16; Ex. B, ¶16; Ex. C, ¶6.

RESPONSE: Deny. Work was never "completed" in a good and workmanlike manner. Water continued unabated and Plaintiff Association sought to collect money from Arrow for faulty workmanship. (See Exhibit 30 to Plaintiff's Motion for Summary Judgment on Damages.)

18. The Arrow Masonry work remediated the water infiltration into Unit 3. Ex. C, ¶6.

RESPONSE: Deny. The quote itself excludes roof repairs and work for faulty installed windows and doors. See also Exhibit 30. In addition, see the many Exhibits to Plaintiffs' Motion for Summary Judgment on damages, wherein B. Allendorfer found extensive water damage to Unit 3, including the near caving in of the roof due to damaged trusses. (See, e.g., Exh. 4, Exh 8-9 from Plaintiff Motion for SJ on Damages).

19. Plaintiff, Melinda Sgariglia (“**Plaintiff**”) purchased Unit 1 from the Gorrings on July 25, 2018. Ex. A, ¶17; Ex. B, ¶17.

RESPONSE: Admit.

20. On July 31, 2018, Gorr first tested Unit 3 for mold, which was positive.

On September 7, 2018, the floorboards of Unit 3 were removed, revealing subflooring that had been severely damaged and mold growing behind his walls. This was the first time that Gorr discovered mold in his unit. Ex. C, ¶¶17-19.

RESPONSE: Admit.

21. Gorr informed Plaintiff about the mold he discovered in Unit 3 on September 7, 2018. In this correspondence, Gorr explained that the Arrow work had stopped the water infiltration and that the mold was a new problem. Ex. C, ¶20; correspondence dated September 7, 2018, attached as **Exhibit I**.

RESPONSE: Admit 1st sentence. Deny second sentence. Mr. Gorr says “we are fairly confident...” but did not state that Arrow work stopped the water from infiltrating.

22. During their ownership of Unit 1, the Gorrings were not aware or informed of the presence of mold in the Building; issues with the roof of the Building; issues with the exterior glass block windows; issues with the stoop to the Building; issues or leaking in the terrace roofs (located on Unit 2 and Unit 3 of the Building); defects in the garage; issues in the roof deck; or issues in the windows located in Unit 1. Ex. A, ¶19; Ex. B, ¶19.

RESPONSE: Deny. The ESI Report specifically states that the problem occurred with the original construction of the building, including at various locations of the structure, particularly windows and door openings. (See Exhibit 8 of original Motion for Summary Judgment, attached here for convenience). The ESI Report also documents Mr. Gorr’s complaint regarding the concrete stairs in front of the building, and a photo of the cracked stairs is on page 14. The stoop is pulling away

from the building, as shown on page 16-17 of the ESI Report. (See page 4 of ESI report, Exhibit 8 of original MSJ). The Arrow Masonry report describes caulking work to be performed on roof flashing. (See Defendants' Exhibit F, page 1).

The Gralak report further disclosed problems with the roof and all door and window openings, specifically recommending "installing new caulking sealant [brand name] to 100% of the doors, windows..." and "remove old caulking..." (See March 30, 2018 quote, attached as Exhibit 20 to Plaintiff's original Motion for Summary Judgment, attached as an Exhibit here for convenience). The Gralak report also recommends work on the roof, specifically, "Installation at the inner parapet wall counter flashing to protect termination bar." (See Exh. 20 of Original MSJ, Gorr 00207). The quote continues with "flashing system underneath 3 sides of the parapet wall coping stones..." By definition, these coping stones on a parapet wall are on a roof. The Gralak report specifically describes damage to the glass block. (See Exh. 20, Gorr 00208).

Furthermore, on December 7, 2027, John Gorr sent the Defendants an email containing a history of the building complaints in an email. (See Exh 12 to Plaintiff's original Motion for Summary Judgment, attached here for convenience.) In the email is a photo of a utility room with clear water damage. (See Original MSJ, Exh 12, Gonring 000234). It is commonly understood that where there is water infiltration on drywall, there is mold. Furthermore, the email details problems occurring with all his window and door openings. (Id., Gonring 000234, 000243). Mr. Gorr reiterates the problems in the ESI report, including "improper flashing at wall openings." (Id., Gonring 000245).

Respectfully submitted,

CAROL L. OSHANA,

By: /s/ CAROL L. OSHANA

One of her attorneys

Carol Oshana
OSHANA LAW
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Oshanalaw@yahoo.com
ARDC #: 6243613

August 27, 2024

CERTIFICATE OF
SERVICE

The undersigned, a non-attorney, under penalty of perjury, hereby certifies that PLAINTIFF'S RESPONSE TO NICHOLAS GONRING AND KELSEY GONRING'S LR 56.1 STATEMENT OF ADDITIONAL UNDISPUTED MATERIAL FACTS was electronically filed on August 27, 2024 using the court's CM/ECF system and will then send same to all ECF-registered counsel of record.

/s/ Carol Oshana

Meeting notes

11-9-2017

Attendees: John Gorr, Nick and Kelsey Gonring, Ryan Brown

Items:

Masonry

JG having leaks above some windows, and near back door.

Old Proposal (2/14/2014) - \$9,000 or \$13,000

Proposal 1 – (11/9/2017) \$18,200 – Pioneer Tuckpointing

Items discussed:

- The water issues appear to be from the split face block.
- Will need to tuckpoint the entire building and seal with an elastomeric sealant.
- Financing the project through special assessment.

Cameras

Move cameras around, maybe add some more to front and back.

EXH 9

Gralak Tuckpointing, Waterproofing and Masonry Sealing.
2502 N. Clark St
Chicago, IL 60614

email: gralak.construction@gmail.com
phone: 773.282.2332

Radoslaw Gralak - Licensed Mason Contractor Certified by the
City of Chicago
MC6354 GC23524
Established in 1991

John Gorr, Condominium Building Association
2726 W. Cortez St., #3
Chicago, Illinois

773-742-0596

We would like to thank you for the opportunity to provide a
proposal for your Exterior Walls renovation /waterproofing
endeavor.

Our skilled tradesmen have over twenty years of construction
experience and they are long term Gralak Team members.

They have been trained to pay special attention to the precision
, quality and efficiency to your Waterproofing/Renovation project
to be completed quickly , safely and in full compliance with the
City of Chicago Building Codes requirements.

We will supply skilled labor , effective equipment with safe tools
and best quality materials.



ESTIMATE

Estimate #	0001447
Estimate Date	03/30/2018

Item	Description
------	-------------

EXH 20

SITE PREPARATION:

*Owners of the house or the building ("Owners" : the customers/clients of the Gralak Construction Co.) are responsible for removing personal property and vehicles from in and around construction areas including access to construction site, and construction materials.

*Gralak Team needs an access to the electrical and water outlets.

*Gralak Team needs the convenient setup space for trucks ,equipment and material.

*Gralak Team agrees to maintain a clean job site with appropriate waste containers and daily clean up ,and remove all debris and materials in broom clean conditions.

*All roof and ground areas around the work site will be protected with canvas tarps prior to the start of work.

*Owners are responsible for posting notes to the tenants and associates of upcoming work.

*Owners are responsible for notify their neighbors about upcoming project and to have their permissions to use neighbor's property to complete the project.

- Owner is responsible for the disconnection any utility installations of gas, air conditioning, water and electrical power lines which could cause body injuries and property and equipment of Gralak Construction Co. team members and the owners.

*The tenants have to keep windows closed under construction.

*Documentation and Expediting ;any additional requirements by the City of Chicago as :building permits, scaffold permits, canopy permits ,architecture drawings, attorneys fees ,expeditor's fees are not included in this estimate and will be cover as additional costs.

1. Regular price:\$10,975.00

Recommended System:

The two coats ("Wet on wet" application. Second coat must be applied within 2 hours of the first coat) of the BASF MasterProteal Enviroseal BASF PBT) water repellent on the 3 CMU masonry walls (two side walls and the rear wall).

VOC (Volatile Organic Compound) BASF PBT 118g/L.

Competitors: Chem-Trete 375g/L , Loxon 350g/L.

ENVIROSEAL BASF PBT complies with the standards for residential concrete masonry walls: ASTM C140,ASTM E514.

A patented, high-performance, water-based repellent specifically formulated to provide protection for the most challenging CMU Units).

Duration time: 5 years .

Enviroseal PBT will not inhibit water penetration through unsound or cracked surfaces or surfaces with defective flashing, caulking or waterproofing defects

and the warranties will not be guarantee at the parts of the walls affected by any faulty construction or deteriorated mortar.

Warranty will not apply to moisture penetration or damages caused by structural defects, cracks or expansion or contraction of masonry and mortar products, MISSING or Improperly Installed top and bottom WINDOW and DOOR flashing systems ,MISSING or Improperly Installed THRU –WALL flashing systems ,MISSING or Improperly Installed top of the PARAPET WALLS flashing systems ,or any SURFACE MASONRY CRACKS, voids, slits or openings, faulty construction, severely deteriorated stones and severely abraded bricks or mortar. Gralak Construction Company has no control.

The most common cause of premature Enviroseal PBT failure on masonry walls is moisture. Failure is normally due to elevated moisture levels which soften the exterior coatings.

Advantages of PBT:

- *Environmentally responsible (breathable).

- *Highest degree of water repellency for CMU's

- *Prevents moisture intrusion (high resistance to wind –driven rains)

- *Superior porous block treatment

- *No change in treated surface appearance (colorless) and will not alter texture

- *Deep penetration into substrate

- *Mildew/fungus resistance

- *Freeze-Thaw protection

- *Resistance to UV deterioration

- *Protection from Acid Rains and waterborne chemicals.

Enviroseal PBT for CMU's will not inhibit water penetration through unsound or cracked surfaces with defective flashing, caulking or waterproofing.

CMU-Concrete Masonry Unit. Commonly known as the cinder block, split block.

"The greenest and the safest water repellent on the market"

Coating specification:

- *see attachments

- *Time of completion : weather permitting

- *Application conditions :Temperature :45 F minimum 90 F maximum

- *Humidity :85% maximum

*Application method of low pressure electrical pump spray or brush and roller according to the surface and recommendation by coating manufacturer.

NOTE: Due to the extremely porous nature of the existing Split Face Blocks (CMU) GRALAK CONSTRUCTION CO. makes no guarantee (written or implied) as to the effectiveness chemical sealing against continuing water infiltration.

GRALAK CONSTRUCTION CO. will provide all necessary reasonable protection for the containment of over-spray.

2. Application/ Installation/ installment/ positioning/
Only with the sealing of the Concrete Masonry Units

- Application of a new caulking/sealant on the large masonry cracks (size-larger than 1/16 inch)
- Application of a new caulking/sealant on gaps and missing/loosed mortar
- Application of a new caulking/sealant on vents
- Application of a new caulking/sealant on utility pipes

Install new caulking sealant (VULKEM 116 or NP1 BASF) to 100% of the doors ,windows, scones at the sealing parts of the building as necessary.

Procedure as follows:

- *remove any old caulking as necessary
- *clean all joints of any remaining debris
- *install new closed cell backer rod as necessary
- *prime the joints as necessary

NOTE: Caulking application over hair line cracks mortar joints is not effective repair.

The only appropriate repair is to grind out and tuck pointing the deficient joints.

See: "Masonry Rehabilitation".

Out of scope for the project:

- Tuck-pointing on the hair line cracks.

Please see "Our Recommendations" section for additional masonry/waterproofing work that might be needed for your building.

3. Installation at the inner parapet wall counter flashing to protect termination bar.

4. Installation elastomeric flashing system underneath 3 sides of the parapet wall coping stones with stainless steel drip edges.
The front wall is excluded.

5. Masonry Rehabilitation.

Tuck pointing of 3 sides of the parapet wall, inner wall 4 blocks down, outside 10 down from the top of the wall.

Total areas not exceed 1500 SQ FT

A. Rake out (grinding-out) and re-tuck pointing joints to the following extent:

- a) joints where mortar is missing or where they contain cracks or holes
- b) joints where they are deteriorated to point that mortar can be easily removed by hand without tools
- c) joints where they have been filled substances other than mortar

B. Brush ,vacuum ,or flush joints to remove dirt and loosed mortar.

C. Pointing with mortar color matching to existing .

NOTE : "Matching new mortar with old mortar".

Even with the best efforts at matching the existing mortar color, texture and materials, there will usually be a visible difference b work.

This is generally because the new mortar has not weathered.

A slight color difference is acceptable.

6. Replacement one broken piece of the glass block at the 3rd floor west wall window opening. Free of charge with Estimate#00

7. OUR RECOMMENDATIONS. –NOT INCLUDED IN THIS QUOTE

The services listed and priced in the quote are confined and agreed upon at the initiation of the project. Additional masonry/ wa be required to guarantee the warranties of water repellent application and duration time.

Please find additional recommendations for your masonry /waterproofing project below.

Our recommendations include:

A. Masonry Rehabilitation: Complete tuck-pointing work that includes grinding-out and tuck-pointing all deteriorated joints and h entire wall or partial sections of the wall.

B. Installing the flashing systems (top and bottom) at the top lintel beam areas of windows and door openings, bottom windows and underneath the parapet walls coping stones.

C. Installing a new thru –wall flashing system at all building floor levels.

D. Applying a new caulking on all windows, doors and metal frames.

E. Grinding out and replacing the existing cement mortar joints with the appropriate backer rod and ASTM approved caulking.

dissimilar elements on the exterior walls of the building, such as tile to stone, brick to concrete block, concrete block to glass block, etc. This should be joined by sealing against moisture through the use of a backer rod and urethane caulk, or equivalent material.

F. Installation a new counter flashing systems at the parapet wall.

Additional tuck pointing work-not included in this quote –may be necessary to complete in the sections of the walls not reachable during the time of our inspection, especially at the higher elevations.

As requested by the Homeowners a new quote for deteriorated sections of the walls will be prepared by GRALAK CONSTRUCTION CO.

All additional recommendations are not included in this quote.

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All work is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

All prices subject to change when the listed services will be done in different configurations and times of the season.

ONE Year Labor Warranty.

No Warranty on concrete and masonry cracks Repair.

FIVE Years Materials Warranty, excluding cement/concrete/mortar products.

GRALAK CONSTRUCTION CO. guarantees the highest quality workmanship.

GRALAK CONSTRUCTION CO. only certifies that materials will meet manufacturer's specifications. GRALAK CONSTRUCTION CO. does not provide an implied warranty of fitness for any particular purpose. Repair work is never warranted.

Warranty will not apply to moisture penetration or damages caused by structural defects, cracks or expansion or contraction of concrete products, MISSING top and bottom WINDOW and DOOR flashing systems ,MISSING THRU –WALL flashing systems ,MISSING top of the PARAPET WALLS flashing systems ,or any other surface cracks, voids, slits or openings, faulty construction, severe weathering and severely abraded bricks or other causes which Gralak Construction Company has no control.

GRALAK CONSTRUCTION CO. due to climate is not responsible for cracking, peeling or pitting and /or discoloration or scaling and damages appeared on the surface after excessive usage the salts during the Winter period.

Gralak Construction Company is not responsible for water leak problems, which are generated after pouring concrete surfaces; flooding /leaking due to poorly maintained or damaged drain pipes, downspouts, gutters, any flashings, catch basins, and damaged chimneys, etc.

Locating leaks in the entire wall system is a major task and is not included in the quote.

Gralak Construction Company does not locate all leaks in the entire masonry wall system during waterproofing project and does not use four BASIC methods (tests) of measuring water penetration in masonry: the ASTM E514 test, the permeability test and the low pressure (RILEM test) or a Patch test to assess coating compatibility.

In the event where moisture has entered into the building prior to Gralak Construction Co. installation or repair of the masonry wall and may result in mold growth. GCC disclaim any and all responsibility for damages to persons or property arising from or relating to mold in the building. By executing the contract, Owner(s) 1. releases Gralak Construction Co. from any and all claims Owner and its members,(b) employees,(c) tenants of (d)any other building occupants that may have as a result of such mold growth and 2.agrees to indemnify and hold Gralak Construction Co. harmless from any and all penalties, actions ,liabilities ,costs ,expenses and damages relating to the presence of mold on Owner's building.

Silane / Siloxane Water Repellents or Acrylic/Silicone/Elastomeric paints will not prevent the water penetration through unsound masonry (THE HAIR LINES CRACKS) or structures with existing defective masonry walls, faulty and missing drainage wall/window systems, flashing, cap stones, metal ,clay flashing, etc.

Finish waterproofing paints and water repellents are not for use on walls with active water leaks.

The sealers and paints will not inhibit water penetration through defective or missing flashing ,caulking or structural waterproofing warranties (labor and material) at the poorly established buildings will be voided.

Customer/Owner assumes all responsibility and liability for and releases Contractor(GRALAK CONSTRUCTION CO.) from any and all damage to improvements that are interfering with Contractor's performance.

Customer/Owner will provide access to the Contractor including a right of way for all heavy equipment ,machinery and vehicles. Customer/Owner has a duty to disclose any pre-existing conditions as to property including latent or unforeseen conditions that may possibly be a safety hazard to Contractor or its employees.

Limitations of Contractor's liability: Contractor (GRALAK CONSTRUCTION CO.)disclaims any and all liability except as specifically stated in these Terms and Conditions. Contractor's Limited Liability for any and all damages or claims for any cause or by any person who may be injured or damaged regardless of the form of action, whether in contract, statute, express or implied warranty or for negligence, excepting only claims for

,SHALL be limited exclusively to Contractor's contract price and in no event SHALL Contractor be liable for any greater

Gorr 00211

amount. Contractor shall not be liable for any claim whatsoever made by Customer or any other party for any lost profits, or expenses or any other special, indirect, secondary or consequential damages, loss or expenses, even if contractor has been of or should have known of the possibility of any such loss, expense, or damage or for any claim against Customer by any other parties based on the use of contractors materials.

All claims and disputes arising under or relating to this Estimate/Agreement are to be settled by binding mandatory arbitration in the State of Illinois.

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NOTES: PAYMENT TERMS: To SCHEDULE the START DAY of the job the 50 % DOWN –PAYMENT is required with the SIGNED Outstanding balance, including all extras necessary to complete the job, due on DATE of COMPLETION.

NOTE: The prices above do not include the municipalities (Cities or Villages) permits fees , architectural and expediting fees which not up-charge any fees necessary to complete this project.

Our company is A+ Rated. Licensed Mason Contractors. Bonded and insured. BBB Member since 1997. Cost of the permits, architect additional charge upon owner's request. Money owed over 15 days after work completion will cause an interest rate of 2% per month 90 days. The 5% additional fee will be added with Visa ,MC and Discovery cards transactions. The 3% is extra cost for using the Pal

Your assurance of quality is our established reputation.
We look forward to being of service to you!



Investigative Report – Structural Issues

2726 W. Cortez Street Water Intrusion

ESi Project No: 60191A

Client File No: A00000529765

EXH 8



4215 Campus Drive
Aurora, IL 60504

Investigative Report – Structural Issues

2726 W. Cortez Street Water Intrusion

ESi Project No: 60191A

Client File No: A00000529765

Report Prepared For

Erie Insurance Group
P. O. Box 2410
East Peoria, IL 61611

Submitted by:

A handwritten signature in black ink, appearing to read "August Domel", written over a horizontal line.

August W. Domel, Ph.D., P.E., S.E
Principal
Illinois S.E. | Expires: 11/30/2018
Illinois P.E. | Expires: 11/30/2019



10/20/2017

Date

Technical Review by:

A handwritten signature in black ink, appearing to read "Chad Fischer", written over a horizontal line.

Chad R. Fischer, Ph.D., P.E., S.E.
Principal
Illinois S.E. | Expires: 11/30/2018
Illinois P.E. | Expires: 11/30/2019



10/20/2017

Date

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www.engsys.com

Gorr 00332



Introduction

Engineering Systems Inc. (ESI) was retained by Erie Insurance Group in regard to an issue with water infiltration occurring in a multi-family residential structure. The structure, managed by the 2726 W. Cortez Street Condo Association, was located at 2726 W. Cortez Street in Chicago, Illinois. ESI was retained to determine the cause of water infiltration occurring in Unit 3, which was owned by John Gorr.

Site Inspection

ESI made a site inspection to the structure on October 19, 2017. The subject structure was a three-story condominium with a masonry exterior and a flat roof. Figure 1 provides a satellite view of the structure taken from Google Maps. Figure 2 provides an elevation view of the front of the structure taken at the time of the site inspection. It is estimated that the structure was constructed between 10 and 15 years ago.

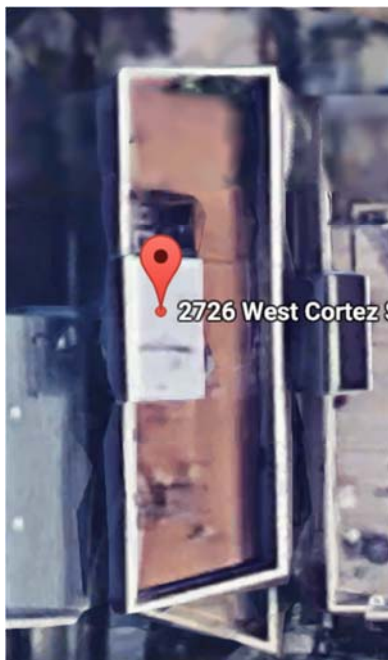


Figure 1



Figure 2

The owner of Unit 3 (Mr. Gorr) was present during the site inspection and provided the following background information:

- He has owned the unit for approximately five years.
- He also stated that the water infiltration began approximately 6 months after he purchased the unit.
- The extent of water infiltration is based on the magnitude of the rain and the amount of wind forces that occurs on that date



- Various attempts have been made over the years to address the water infiltration issue including caulking, sealing the masonry and minor tuck-pointing.

ESI inspected the condition of the structure at the time of the site inspection. The following is a summary of some of ESI's observations (Figures 3 through 8):

- Water staining was evident at openings in the masonry including windows on the west face of the building and the rear entryway.
- There was no evidence of any flashing protruding from the walls at the location of the wall openings where water infiltration was occurring.
- There was no evidence of issues with the roofing membrane.



Figure 3



Figure 4



Figure 5



Figure 6

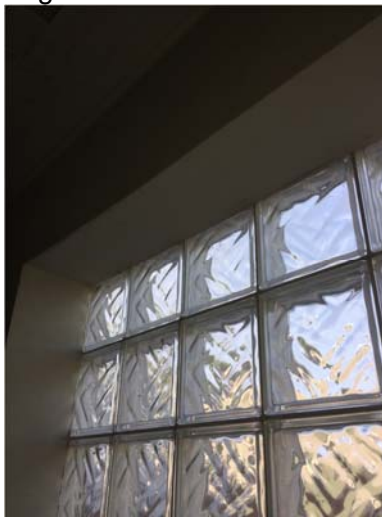


Figure 7



Figure 8

Additional photographs from the site inspection are attached.



Discussion & Conclusion

ESI was retained to determine the cause of water infiltration occurring in Unit 3 of a structure located at 2726 W. Cortez Street in Chicago, Illinois. The following is a summary of ESI's opinions regarding this matter:

- Water infiltration is occurring at various locations of the structure, but particularly at window and door openings.
- The water infiltration is occurring because of deficiencies in the original construction of the building with the predominate issue being improper flashing at wall openings.
- There are no indications of physical damages to the exterior of the building that would cause water intrusion to occur in the areas observed.
- There is no indication that any single weather event has compromised the integrity of the exterior building that would cause water intrusion to occur.
- This condition was not of recent origin and has been present since the building was constructed.
- ESI recommends that the owner retain a masonry contractor to make exploratory openings in the masonry where the water infiltration is occurring and install proper flashing. All cracks in the masonry and other deficiencies should be addressed at that time.
- The flashing detail shall be installed in a manner that allows for any infiltration water to flow out of the building and shall also contain proper end dams.
- Mr. Gorr requested contact information for a masonry contractor that specializes in this type of work. This information is provided below:

Bral Restoration (Al Christoffer)
2356 Hassell Rd., Suite G
Hoffman Estates, IL 60169
Phone: 847-839-1100

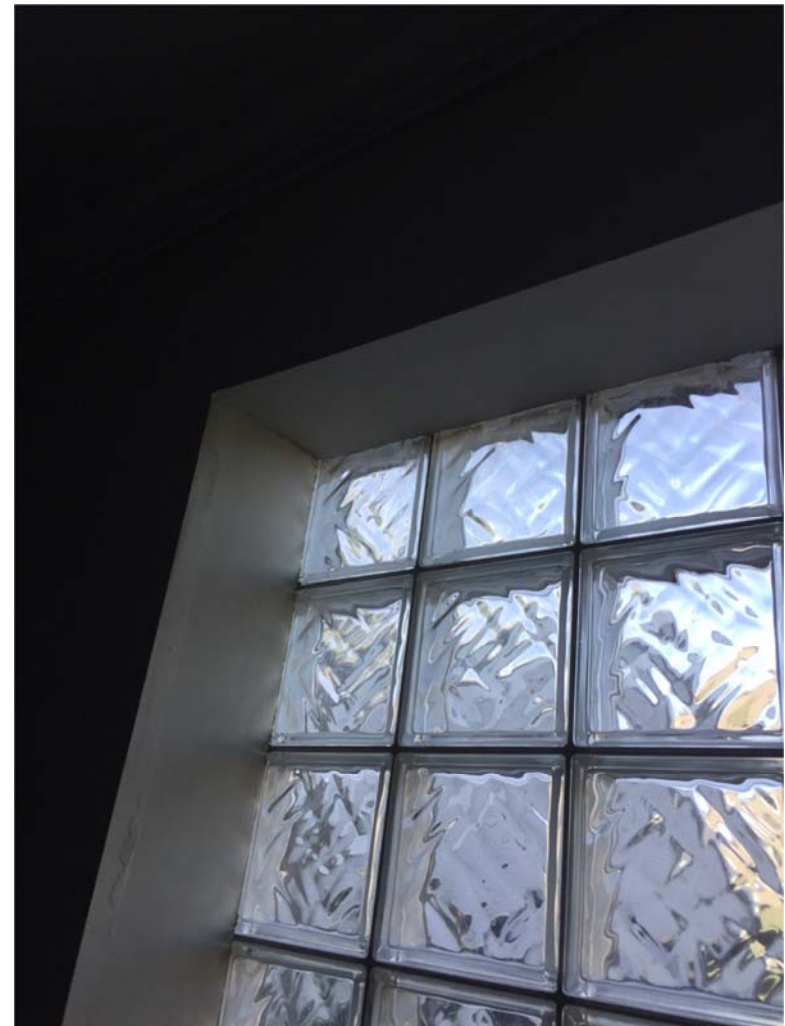
- Mr. Gorr also requested contact information for a concrete contractor that can provide services for the repair of the concrete steps at the front of the building. This information is provided below:

Sitar Construction (Mark Sitar)
199 Poplar Place, Suite 1
North Aurora, IL 60542
Phone 630-444-3559

<<< End of Report Text >>>

ESI Project #60191A

Date: Oct 19, 2017



ESI Project #60191A

Date: Oct 19, 2017



ESI Project #60191A

Date: Oct 19, 2017



ESI Project #60191A

Date: Oct 19, 2017



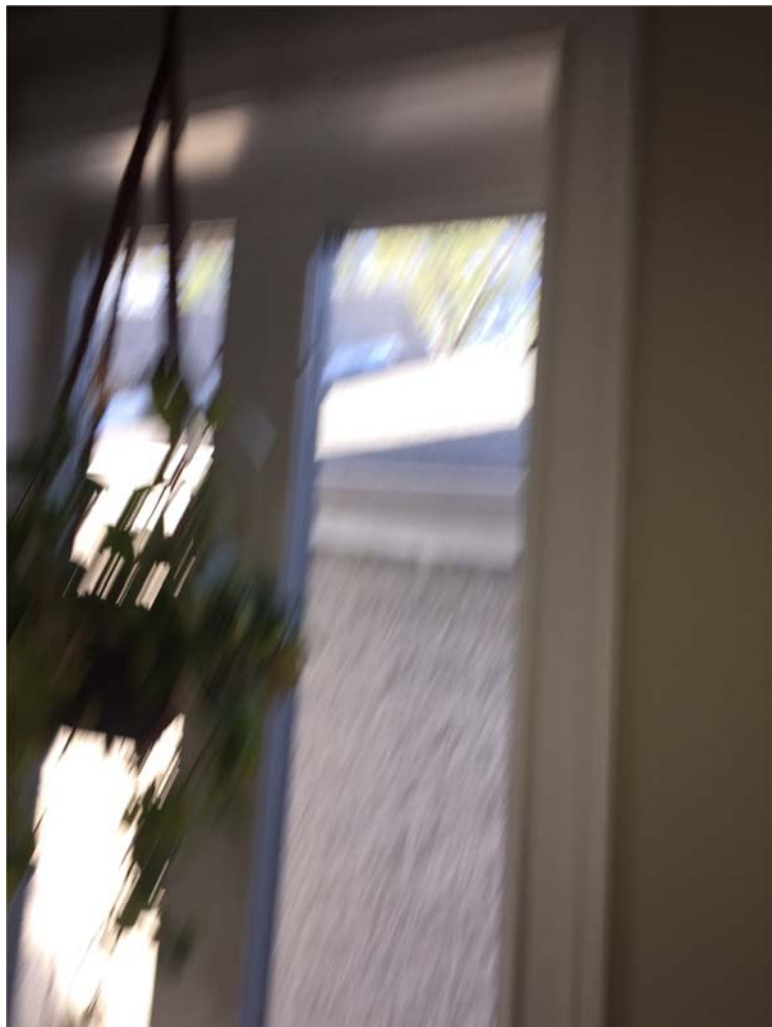
ESI Project #60191A

Date: Oct 19, 2017



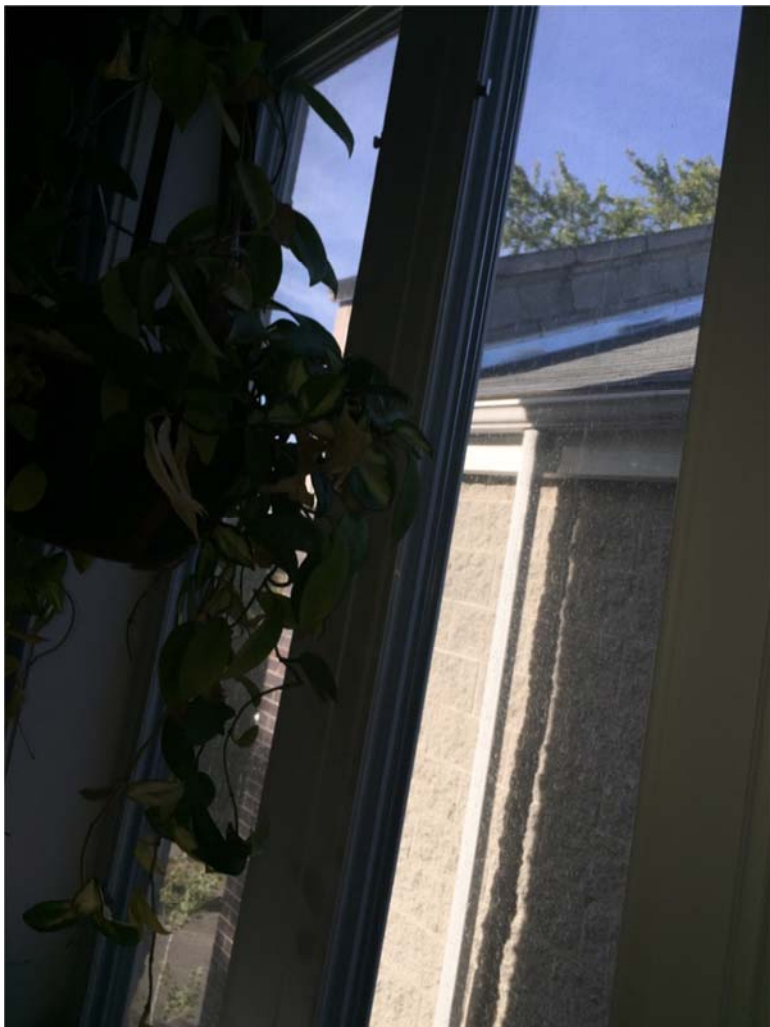
ESI Project #60191A

Date: Oct 19, 2017



ESI Project #60191A

Date: Oct 19, 2017



ESI Project #60191A

Date: Oct 19, 2017



ESI Project #60191A

Date: Oct 19, 2017



ESI Project #60191A

Date: Oct 19, 2017



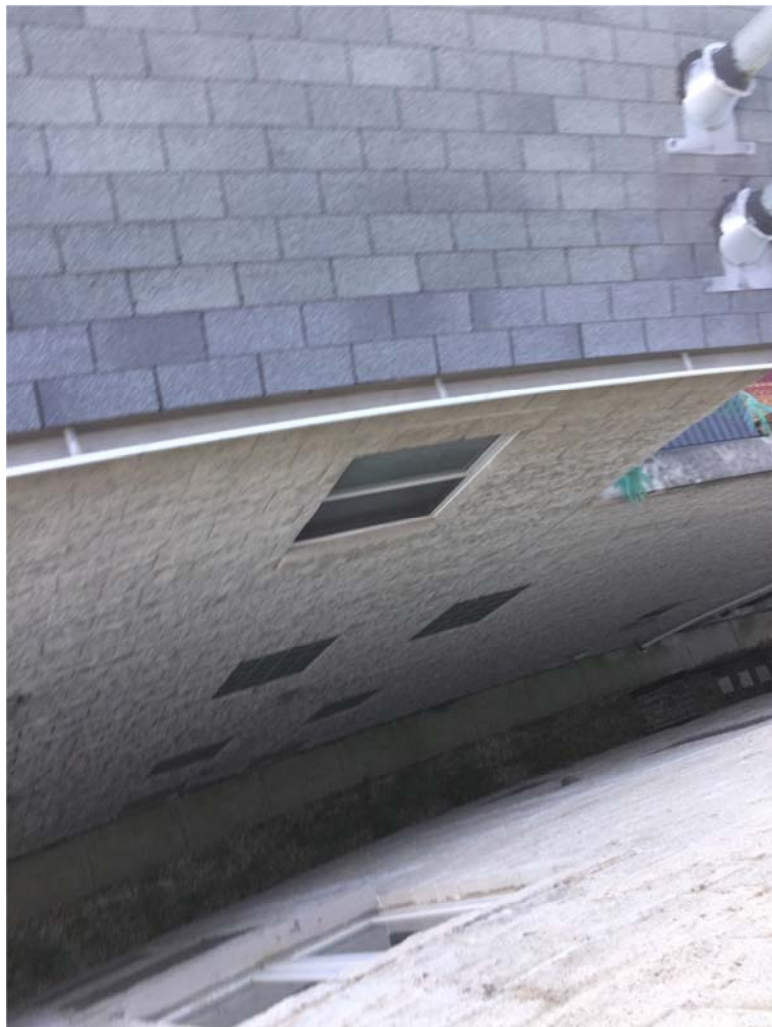
ESI Project #60191A

Date: Oct 19, 2017



ESI Project #60191A

Date: Oct 19, 2017



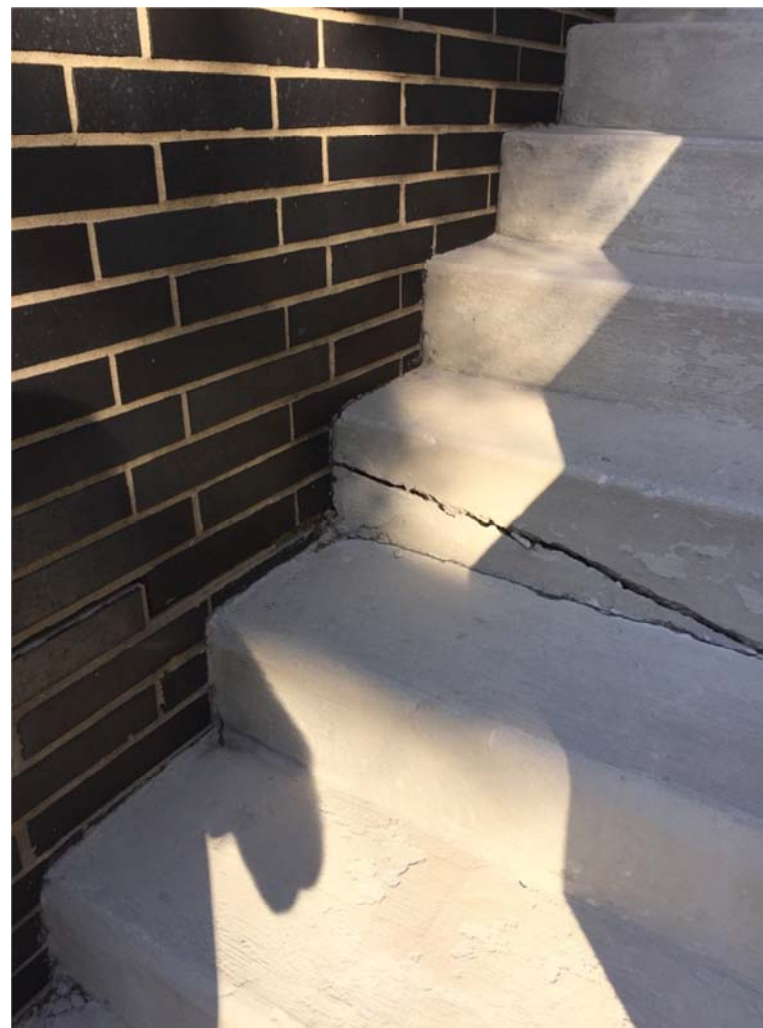
ESI Project #60191A

Date: Oct 19, 2017



ESI Project #60191A

Date: Oct 19, 2017



ESI Project #60191A

Date: Oct 19, 2017



ESI Project #60191A

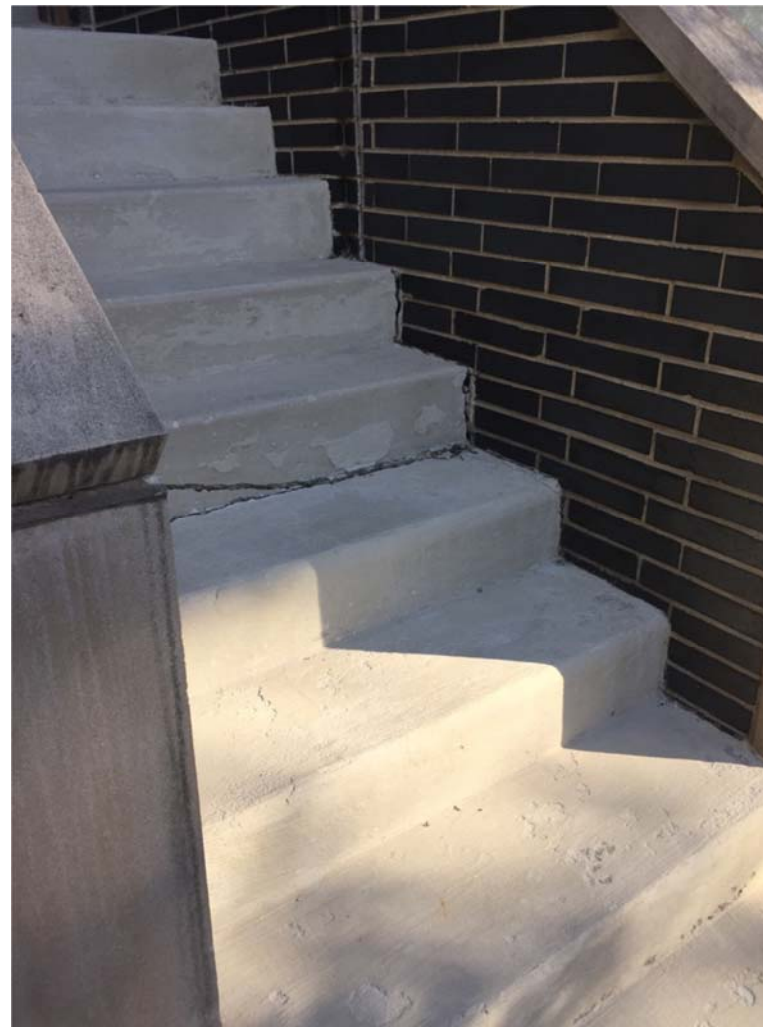
Date: Oct 19, 2017



Photographs 16 of 18

ESI Project #60191A

Date: Oct 19, 2017



ESI Project #60191A

Date: Oct 19, 2017





Maillard Reaction <ngonring@uwmalumni.com>

Fw: engineer report**john gorr** <jgorr1@msn.com>

Thu, Dec 7, 2017 at 11:00 PM

To: "brown14702000@yahoo.com" <brown14702000@yahoo.com>, "kelseygonring@gmail.com" <kelseygonring@gmail.com>, "ngonring@uwmalumni.com" <ngonring@uwmalumni.com>

Kelsey - thanks for reaching out about the issue. Here's a summary of the estimates and work that was performed over the years. I also attached the proposals received to date. I have a quote coming in from D/R soon and I have a meeting with Wickright on Saturday at 2pm. You guys should join for that, they appear to understand the split-face block issue very well.

Please review the Condo bylaws and let me know what you're thinking. Section 9 (a) leads me to believe that this is a common element. This last year was rough with the water damage so I'm looking to get another few quotes and decide the best plan of action. Would like to secure a contractor by February and line up the work for early Spring so I don't get bombarded with spring rains and go through another summer living with towels under my windows.

It's been pretty stressful dealing with this problem and I'm hoping you guys can sympathize with my situation. Let me know if you want to discuss anything.


thanks
John

From: john gorr <jgorr1@msn.com>**Sent:** Monday, December 4, 2017 8:51 PM**To:** brown14702000@yahoo.com; kelseygonring@gmail.com; ngonring@uwmalumni.com**Subject:** Fw: engineer report

[Quoted text hidden]

4 attachments **Water Infiltration History.pdf**
829K

EXH 12

 **Best Brickmasters Proposal.pdf**
162K **Pioneer Tuckpointing Proposal.pdf**
46K **The Building Doctor Proposal.pdf**
351K**GONRING000229**

**** BEST BRICKMASTERS ****

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Chicago, IL 60630

Tel. (773) 794-1400

Fax (773) 794-1490

www.bestbrickmasters.com

BEST BRICKMASTERS

A Division of

Illinois Home IMPROVEMENT

Proposal submitted to:	Phone Numbers:	MASONRY
John Gorr 2726 W Cortez St. Chicago, IL 60622	Home: Fax: Cell: (773) 742-0596 Email: jgorr1@msn.com	Job location The same

We hereby propose to furnish labor and material-complete in accordance with specifications below. Payments to be made as follow: Deposit of 25% with signed contract, second payment of 50% on start of job and balance upon completion. Contracts less than \$1,000 require 50% deposit when signed.

Note: This contract may be withdrawn by us if not accepted in 30 days.

Authorized signature

Prepared by: Eric Wrobel / PZ

Date: 2/14/2014

Eric Wrobel - President

PROTECT YOURSELF! DEMAND WORKERS COMPENSATION AND LIABILITY INSURANCE.

Option A SPOT REPAIR OF VISIBLE CRACKS & MASONRY SEALER APPLICATION

Area of work: Masonry elevations of the building, Outside walls. Rood side parapet walls excluded from sealer application. Accessible and unobstructed areas only. No concrete foundation.

* We may install suspending scaffolding system min 3 feet space needed next to parapet wall from roof side.

We will need an access to all balconies and porch.

We will chisel out defective mortar from large visible cracks. Small hairline cracks will be covered over existing conditions of mortar with polyurethane sealant

Contractor will not guarantee 100% matching. New material can be lighter or darker.

We will either tuck-point these joints with fresh mortar, matching the color to existing as close as possible, or we will use polyurethane sealant.

Please note that mortar match could be very close to existing while polyurethane sealant is factory made and therefore color choices are limited and more visible after the work is completed. However, polyurethane sealant presents superior quality in protecting defects and cracks in masonry wall from water intrusion and in certain situations we find application of sealer necessary.

We will use **Enviroseal Double 7 (for brick elevations) and Enviroseal PBT (for CMU elevations)**. Both are high performance, water based, silane/siloxane, non-staining, penetrating sealers by Hydrozo.

Sealer is environmentally friendly and does not significantly alter surface appearance.

We will apply masonry sealer to manufacturer's specifications. No sandblasting or pressure washing included.

We will check existing caulking connections between window frames and masonry. We will seal any cracks and separations, however we will not re-seal entirely, as it will not be needed. Most of the window frame to masonry connections are well sealed and need minimal work if any at all. Sealer runs on porches and sidewalks may occur.

Regardless of protection sealer, droplets may drift and land on windows. Window washing is not included.

East, North and West CMU block walls	Cost of labor and material:	\$ 7,300.00
South brick elevations and brick returns	Cost of labor and material:	\$ 1,690.00
TOTAL		\$ 8,990.00

* 3 years limited warranty for sealer application - see attached warranty page for details. Please initial the warranty page and return a copy with the signed contract.

Note: Masonry sealer will not seal mortar joints cracks on blocks/brick that will develop in the future. Should the additional cracks appear in the future - the same process of removing defective material and application of sealer will be necessary. Note we can not guarantee against structural defects that can cause masonry problems and lead to future water penetration.

Sealer will not solve problems resulting from condensation of moisture related to insufficient insulation or leaks caused by excessive snow accumulation, ice dams etc.

* Prices are valid if all specified work is done at the same time.

Owner will provide parking for our trucks and parking permits if needed.

Owner will provide IHIC with an access to the restroom. If no restroom is available, we will charge additional \$150 up to a month for portable toilet rental and placement.

Available _____ Not available _____ Please initial _____

IHIC will not be responsible for any inside damages caused by our work, e.g : dust, cracking of drywall, etc. No cleaning or repairs included.

IHIC will remove any existing satellite dishes and antennas from walls and / or chimneys, but will not reattach any of them.

Cost of obtaining bond permits, permits and actual fees for these permits are excluded from this contract unless indicated otherwise

THIS CONTRACT AGREEMENT IS SUBJECT TO ALL CONDITIONS STIPULATED ON PAGE TWO OF TWO.

One year limited warranty on labor and material supplied by IHIC or its subcontractors - see page two of two for details.

COPYRIGHT: ILLINOIS HOME IMPROVEMENT CORP. EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THIS CONTRACT AGREEMENT. THIS CONTRACT IS NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER. WHATSOEVER, NOR IS IT TO BE ASSIGN TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION AND CONSENT OF ILLINOIS HOME IMPROVEMENT CORP.

You, the consumer, may cancel this transaction at any time prior to midnight of the third business day after the date of acceptance. Signing of this contract agreement is subject to the terms on reverse side of this page. The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorizing to perform the work as specified. Payments will be made as outlined above.

Acceptance of contract: Signature: _____ Date of acceptance: _____

GONRING000230

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Fax (773) 794-1490

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Proposal submitted to:	Phone Numbers:	MASONRY
John Gorr 2726 W Cortez St. Chicago, IL 60622	Home: Fax: Cell: (773) 742-0596 Email: jgorr1@msn.com	Job location

We hereby propose to furnish labor and material-complete in accordance with specifications below. Payments to be made as follow: Deposit of 25% with signed contract, second payment of 50% on start of job and balance upon completion. Contracts less than \$1,000 require 50% deposit when signed.

Note: This contract may be withdrawn by us if not accepted in 30 days.

Authorized signature

Prepared by: Eric Wrobel / PZ

Date: 2/14/2014

Eric Wrobel - President

PROTECT YOURSELF! DEMAND WORKERS COMPENSATION AND LIABILITY INSURANCE.

Option B SPOT REPAIR OF VISIBLE CRACKS & MASONRY SEALER APPLICATION

Area of work: Masonry elevations of the building, Outside walls. Rood side parapet walls excluded from sealer application. Accessible and unobstructed areas only. No concrete foundation.

* We may install suspending scaffolding system min 3 feet space needed next to parapet wall from roof side.

We will need an access to all balconies and porch.

We will chisel out defective mortar from large visible cracks. Small hairline cracks will be covered over existing conditions of mortar with polyurethane sealant

Contractor will not guarantee 100% matching. New material can be lighter or darker.

We will either tuck-point these joints with fresh mortar, matching the color to existing as close as possible, or we will use polyurethane sealant.

Please note that mortar match could be very close to existing while polyurethane sealant is factory made and therefore color choices are limited and more visible after the work is completed. However, polyurethane sealant presents superior quality in protecting defects and cracks in masonry wall from water intrusion and in certain situations we find application of sealer necessary.

We will use Chem-Trete® PB100 CMU blocks and BSM400 for brick elevations, both are high performance, silane/siloxane, non-staining, penetrating, breathable sealers by Evonik Industries.

Sealer does not significantly alter surface appearance. BSM400 will not stain windows.

We will apply masonry sealer to manufacturer's specifications. No sandblasting or pressure washing included.

We will check existing caulking connections between window frames and masonry. We will seal any cracks and separations, however we will not re-seal entirely, as it will not be needed. Most of the window frame to masonry connections are well sealed and need minimal work if any at all. Sealer runs on porches and sidewalks may occur.

Regardless of protection sealer, droplets may drift and land on windows. Window washing is not included.

East, North and West CMU block walls

Cost of labor and material:

\$ 11,100.00

South brick elevations and brick returns

Cost of labor and material:

\$ 1,890.00

TOTAL

\$ 12,990.00

Condominium may apply for extended Manufacturer's Limited Material Warranty.

Additional tests must be conducted in Spring time. Some changes to the offer may apply.

* 5 years limited warranty for sealer application - see attached warranty page for details. Please initial the warranty page and return a copy with the signed contract.

Note: Masonry sealer will not seal mortar joints cracks on blocks/brick that will develop in the future. Should the additional cracks appear in the future - the same process of removing defective material and application of sealer will be necessary. Note we can not guarantee against structural defects that can cause masonry problems and lead to future water penetration.

Sealer will not solve problems resulting from condensation of moisture related to insufficient insulation or leaks caused by excessive snow accumulation, ice dams etc.

* Prices are valid if all specified work is done at the same time.

Owner will provide parking for our trucks and parking permits if needed.

Owner will provide IHIC with an access to the restroom. If no restroom is available, we will charge additional \$150 up to a month for portable toilet rental and placement.

Available _____ Not available _____ Please initial _____

IHIC will not be responsible for any inside damages caused by our work, e.g : dust, cracking of drywall, etc. No cleaning or repairs included.

IHIC will remove any existing satellite dishes and antennas from walls and / or chimneys, but will not reattach any of them.

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You, the consumer, may cancel this transaction at any time prior to midnight of the third business day after the date of acceptance. Signing of this contract agreement is subject to the terms on reverse side of this page. The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorizing to perform the work as specified. Payments will be made as outlined above.

Acceptance of contract: Signature: _____ Date of acceptance: _____

GONRING000231



All dimensions and size designations given are subject to verification on job site and adjustment to fit job conditions. The materials to be used are as specified. In the event materials are not specified, the Owner agrees that materials will be selected by IHIC and will be of construction grade, customary in the trade and in compliance with local ordinances. Any work not specified herein or change orders shall be timely submitted in writing, and paid by Owner in addition to the estimate that is a part of this agreement. All allowances include material, delivery, tax and 15% handling fee unless otherwise specified. Work will be completed subject to availability of materials and any delays caused by adverse weather, strikes, accidents and other events beyond IHIC control. In the event of the failure to pay as set forth herein Owner shall be liable for all costs of collection including but not limited to court costs and legal fees. IHIC carries workers compensation and liability insurance coverage.

AFTER 30 DAYS A FINANCE CHARGE OF 9% PER ANNUM WILL BE APPLIED TO ANY UNPAID BALANCE, STARTING FROM DATE OF COMPLETION

-- IF APPLICABLE --

* If job affects neighboring properties (such as demolition or grinding which creates noise and dust) it is Owner's responsibility to inform neighbors / tenants and advise them to close doors and windows * Owner is responsible for protecting his/her own personal property from construction dust with plastic or drop cloth covering * Owner is responsible for containing family pets away from the work area; workers will not monitor pets * Owner to allow workers use of the rest room and access to electricity and water if needed for the job * IHIC will not be responsible for window washing or repair damages done to the landscaping, unless paid for * IHIC will not be responsible for any painting and/or touch up painting, unless paid for * IHIC will perform job in a professional and workman like manner and leave job site in broom swept condition * IHIC will not be responsible for permits and permit fees, unless hired for fee - to be indicated on page one * IHIC will not be responsible for job done by others that will affect our work and create problems or damages * IHIC will not be responsible for reconnection or fastening of any wires, cables, antennas, satellite dishes, or any loss of signal due to re-positioning of cables or devices that are in the way of our work * IHIC has permission to take photographs, video or digital images of "before" and "after" project duration and retain ownership of them to use in marketing materials * Owner agrees to help to secure spot for placement of construction dumpster on the street in front of Owner's property.

WARRANTY:

IHIC provides a limited warranty on all IHIC and subcontractor supplied labor and materials used on contracted job for a period of one year from completion of contracted work. No warranty is provided by IHIC on any materials furnished by Owner for installation. No warranty is provided on any existing materials that are moved and/or reinstalled by IHIC within the dwelling (including any warranty that existing or used materials will not be damaged during the removal and reinstallation process.) One year after completion of job, the Owner's sole remedy (for materials and labor) on all materials that are covered by a manufacturer's warranty is strictly with manufacturer, not with IHIC.

Repair of the following items is specifically excluded from IHIC warranty: damages resulting from lack of Owner's maintenance; damages resulting from Owner's abuse or ordinary wear and tear; deviations that arise such as the minor cracking of concrete, stucco and plaster; minor fractures in drywall due to curing of lumber, warping and deflection of wood, shrinking/cracking of grouts, mortar and caulking; fading paints and finishes exposed to sunlight; damages caused by ice and/or snow; damages caused by unauthorized work performed by Owner without Contractor's knowledge.

INDEMNITY

Owner shall defend, indemnify, and hold harmless the Contractor, and its subcontractors, from and against any and all claims, demands, causes of action, damages, liabilities, losses, and expenses arising from the project and/or the contract to the extent caused by the fault of Owner or its consultants, design professionals, or agents.

The price presented in this contract agreement is based on the drawings specified and/or our field observations. Any conditions that are concealed or not included in architects drawings are subjects to additional charges. This estimate is provided free of charge and as such relies on architectural drawings to adhere to any and all building codes and ordinances.

ROOFING SHINGLES LIMITED WARRANTY

IHIC does not provide warranty for installation if the damage resulted from anything other than manufacturing defects in the shingles such as: 1. lack of maintenance 2. settlement, movement or defects in building, walls, foundation, or the roof base over which he shingles were applied 3: inadequate attic ventilation, etc. IHIC does not provide warranty for installation if the damage resulted from causes beyond normal wear and tear such as: 1. acts of nature (e.g., hail) 2. winds above maximum wind speed specified on shingles or ice damming 3. impact of foreign objects 4. traffic on the roof 5. fire.

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

WORK STOPPAGE, TERMINATION OF CONTRACT OR DEFAULT

IHIC shall have the right to stop all work on the job and keep the job idle if payments are not made to IHIC in accordance with the Payment Schedule in this Contract, or if Owner repeatedly fails or refuses to furnish IHIC with access to the job site and/or product selection or information necessary for the advancement of IHIC's work. Simultaneous with stopping work on the project, IHIC will give Owner written notice of the nature of Owner's default and will also give the Owner a 7-day period in which to cure default. If work is stopped due to any of the above reasons (or for any other material breach of contract by Owner) for a period of 7 days and Owner has failed to cure his default, then IHIC may, without prejudicing any other remedies, give written notice of termination of this agreement to Owner and demand payment for all completed work and materials ordered through the date of work stoppage, and other losses sustained by IHIC, including IHIC's profit and overhead at the rate of 15% on balance of the incomplete work under the Agreement. Thereafter, IHIC is relieved from all other contractual duties, including all punch list items and warranty work.

PRICE ESCALATION FOR BUILDING MATERIALS

The Contract price for this construction project has been calculated based on the current prices for the component building materials. However, the market for the building materials that are hereafter specified is considered volatile and sudden price increases could occur. Should there be an increase in the prices of these specified materials that are purchased for use in this construction project, the Owner agrees to pay the cost increase to Contractor.

Thank you for choosing ILLINOIS HOME IMPROVEMENT CORPORATION for your needs.

REVISED: 1/2014

Uncompromised Quality in Commercial & Residential Construction Since 1985.

GONRING000232

This is an original, legal document and must not be released or copied unless applicable fee has been paid.



AVOIDING HOME REPAIR FRAUD

Please use extreme caution when confronted with the following warning signs of a potential scam:

1. Door-to-door salespersons with no local connections who offer to do home repair work for substantially less than the market price.
2. Solicitations for repair work from a company that lists only a telephone number or a post office box number to contact, particularly if it is an out-of-state company.
3. Contractors who fail to provide customers references when requested.
4. Persons who offer to inspect your home for free. Do not admit anyone into your home unless he or she can present authentic identification establishing his or her business status. When in doubt, do not hesitate to call the worker's employer to verify his or her identity.
5. Contractors who demand cash payment for a job or ask you to make a check payable to a person other than the owner or company name.
6. Offers from a contractor to drive you to the bank to withdraw funds to pay for the work.

LISA MADIGAN ILLINOIS ATTORNEY GENERAL

If you think you have been defrauded by a contractor or have any questions, please bring your concerns to the attention of your State's Attorney or the Illinois Attorney General's Office.

Attorney General's Consumer Fraud Hotlines

Springfield
1-800-243-0618
TTY: 1-877-844-5461

Chicago
1-800-386-5438
TTY: 1-800-964-3013

Carbondale
1-800-243-0607
TTY: 1-877-675-9339

www.IllinoisAttorneyGeneral.gov

Printed by authority of the State of Illinois. 02/12
This material is available in alternate format upon request.

Illinois Home Improvement & Best Brickmasters 07/12

Consumer Rights Acknowledgement Form

Homeowner Keep This Part & Pamphlet

I, the homeowner, have received from the contractor a copy of the pamphlet titled "Home Repair: Know Your Consumer Rights."

Signature (Homeowner) _____ Date 7/31/12
Signature (Contractor or Representative) _____ Date _____

Illinois Home Improvement & Best Brickmasters

Name of Contractor's Business

5216 N. Elston Ave., Chicago IL 60630

Address of Contractor's Business

Consumer Rights Acknowledgement Form

Contractor Keep This Part Only

I, the homeowner, have received from the contractor a copy of the pamphlet titled "Home Repair: Know Your Consumer Rights."

Signature (Homeowner) _____ Date 7/31/12
Signature (Contractor or Representative) _____ Date _____

Illinois Home Improvement & Best Brickmasters

Name of Contractor's Business

5216 N. Elston Ave., Chicago IL 60630

Address of Contractor's Business

CONTRACT TIPS

1. Get all estimates in writing.
2. Do not be induced into signing a contract by high-pressure sales tactics.
3. Never sign a contract with blank spaces or one you do not fully understand. If you are taking out a loan to finance the work, do not sign the contract before your lender approves the loan.
4. You have three business days from the time you sign your contract to cancel any contract if the sale is made at your home. The contractor cannot deprive you of this right by initiating work, selling your contract to a lender, or any other tactic.

If you are planning to file a claim with your insurance company to pay for the work, you may cancel the contract one of two ways, whichever occurs first: (1) within five business days after receiving written notice from the insurance company denying your claim; or (2) within 30 days after you sent a claim to the insurance company.

5. If the contractor does business under a name other than the contractor's real name, the business must either be incorporated or registered under the Assumed Business Name Act. Check with the Secretary of State to see if the business is incorporated or with the county clerk to see if the business has registered under the Assumed Business Name Act.
6. Homeowners should check with local and county units of government to determine if permits or inspections are required.
7. Determine whether the contractor will guarantee his or her work and products.
8. Determine whether the contractor has the proper insurance.

9. Do not sign a certificate of completion or make final payment until the work is done to your satisfaction.

10. Remember, homeowners should know who provides supplies and labor for any work performed on your home. Suppliers and subcontractors have a right to file a lien against your property if the general contractor fails to pay them. To protect your property, request lien waivers from the general contractor.

BASIC TERMS TO BE INCLUDED IN A CONTRACT

- Contractor's full name, address, and telephone number. Illinois law requires that persons selling home repair and improvement services provide their customers with notice of any change to their business name or address that comes about prior to the agreed dates for beginning or completing the work.
- A description of the work to be performed.
- Starting and estimated completion dates.
- Total cost of work to be performed.
- Schedule and method of payment, including down payment, subsequent payments, and final payment.
- A provision stating the grounds for termination of the contract by either party. However, the homeowner must pay the contractor for work completed. If the contractor fails to commence or complete work within the contracted time period, the homeowner may cancel and may be entitled to a refund of any down payment or other payments made towards the work upon written demand by certified mail.
- Illinois law also requires contractors who offer roofing work to include their Illinois state roofing license name and number on contracts and bids.

Keep a copy of the signed contract in a safe place for reference as needed.

Illinois Home Improvement & Best Brickmasters 07/12



The Building Doctor, Esq.
We Make House Calls
1850 Kedzie
Chicago, Illinois 60647
Phone 773-528-1671
E-mail thebuildingdoc@hotmail.com
www.thebuildingdoc.com

7/17/14

John Gorr
2726 W. Cortez St.
Chg. IL 60622 773-742-0596 E-mail jgorr1@msn.com

Re: Water leaks into unit #3 front wall. (BD- 2726).

Thank you for the opportunity to prepare this proposal for you, If you choose to have us perform this work for you we will do the best possible job for you and will use the best possible materials for the job. We are a fully licensed general contractor and have been in business since 1976, we are also a fully accredited member of The Better Business Bureau with an A+ rating since 1994 as well as a certified window and door installation contractor and as EPA certified lead abatement contractor and a certified housing inspection company. Unless otherwise noted all of our work is warranted for a period of one full year from date of completion.

GONRING000234

Page #2- Work descriptions (BD- 2726)-

- 1) This project will be a two step operation. We will come out on 2 separate days.
- 2) Day #1 we will perform a water test using a garden hose with a sprayer, we will need a hose hook-up, and we will spray the front wall and door of unit #3 to try to duplicate the conditions which have cause water leaks into the inside of your condo unit. If we can get the leak to occur then we can solve the problem.
- 3) Day #2- We will need to allow the wall and door to dry. We will caulk around the door as required using superior quality clear solar seal caulk to provide a solid and watertight seal. We will seal the front wall of unit #3 using superior quality commercial grade clear masonry sealer two (2) coats. This commercial grade sealer is purchased at our masonry supplier and cost us @\$225.00 per 5 gallon bucket versus the cheap sealer from the big box stores which costs @ \$50.00 per 5 gallon bucket. Wherever we have sealed walls with this product we have not had any call backs or complaints.
- 4) NOTE!! If during our work we discover any other problems we will note them and inform you and price out the costs to rectify same.

Price for water test, caulking and sealing-\$1,324.00

The Building Doctor, Esq.

The bitterness of poor workmanship remains long after the sweetness of low price is forgotten!
(BD- 2726).

I am sure that if you have us perform this work for you, you will be very satisfied. We are a very dependable company and we will do the best job possible for you at a reasonable price. If you decide to have us do the work, sign the proposals, send one copy and your deposit check to our office, or call or e-mail me and I will pick them up and then we will schedule the work to be performed as soon as possible. If you have any questions either call or e-mail me.
References and certificate of insurance presented upon request.

We propose hereby to furnish materials and labor complete in accordance with above specifications for the sum of \$-1,324.00 One thousand three hundred twenty four dollars.

Payment to be made as follows: \$662.00 deposit and balance due upon completion, .75% per month service charge on any unpaid balance. Any disputes or differences shall be subject to binding arbitration, if desired, by either party to contract. Any work not listed on the work description will be considered an extra and will be billed accordingly.

All materials to be as specified, or we may substitute for equal or better. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. Client is responsible for all legal fees, collection fees and costs and mechanic lien charges for all work performed as specified and payment is not made as specified above. Client is responsible for tools and materials left on jobsite during duration of project. Client is responsible for any building permits and permits fees which may be required for this work. Only one punch list permitted.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance-- _____

Contractor's authorized signature _____

Client signature _____

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Page #3-Addendum to contract (BD- 2726) - east side wall having water leaks through and around glass block windows-

5) We will inspect the glass block windows on the 3rd floor level on the east side wall from a ladder for a close up inspection.

6) We will cut out any deteriorated mortar and caulk around the glass block windows and dispose.

7) We will caulk the same areas using superior quality clear solar seal caulk, this in our opinion is the best caulk on the market, and will stay soft and flexible and will expand and contract with temperatures and building movement and not crack as mortar does.

8) We will seal the wall areas around the glass block windows, top, bottom and sides using high quality commercial grade masonry sealer, two (2) coats, same as front wall.

9) NOTE! Price range for this project is due to the fact that at this point I am not sure of how much labor will be involved and if we will need our 60'-0" to be able to get to the glass block windows on the 3rd floor level, we need three (3) men to handle this ladder as it weighs @ 250 lbs. Price range-\$2,168.00-\$2,796.00

The Building Doctor, Esq.

The bitterness of poor workmanship remains long after the sweetness of low price is forgotten!
(BD- 2726 Addendum)

I am sure that if you have us perform this work for you, you will be very satisfied. We are a very dependable company and we will do the best job possible for you at a reasonable price. If you decide to have us do the work, sign the proposals, send one copy and your deposit check to our office, or call or e-mail me and I will pick them up and then we will schedule the work to be performed as soon as possible. If you have any questions either call or e-mail me.
References and certificate of insurance presented upon request.

We propose hereby to furnish materials and labor complete in accordance with above specifications for the sum of \$-2,168.00 to \$2,796.00

Payment to be made as follows: \$1,400.00 deposit and balance due upon completion, .75% per month service charge on any unpaid balance. Any disputes or differences shall be subject to binding arbitration, if desired, by either party to contract. Any work not listed on the work description will be considered an extra and will be billed accordingly.

All materials to be as specified, or we may substitute for equal or better. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. Client is responsible for all legal fees, collection fees and costs and mechanic lien charges for all work performed as specified and payment is not made as specified above. Client is responsible for tools and materials left on jobsite during duration of project. Client is responsible for any building permits and permits fees which may be required for this work. Only one punch list permitted.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance--_____

Contractor's authorized signature _____

Client signature _____

Note: This proposal may be withdrawn by us if not accepted within 10 days.

GONRING000238

PROPOSAL
PIONEER TUCKPOINTING ING.
9108 N. LINCOLN AVE.
DES PLAINES, IL 60016
PH: 773-502-5693
pioneertuckp@comcast.net

Proposal Submitted To:

Name: Mr. JOHN
Street: 2726 W. Cortez
City: Chicago , IL
Date: November 7 , 2017
Phone: 773-742-0596
Email : jgorr1@msn.com

We hereby propose to furnish the materials and the labor necessary for the completion of:

WEST WALL:

- Grind and tuck point top parapet wall and apply clear sealer approx. 60ft. x 6ft.- \$ 5,900

EAST WALL:

- Grind and tuck point top parapet wall and apply clear sealer approx. 60ft. x 6ft.- \$ 5,900

NORTH WALL:

- Grind and tuck point top parapet wall and apply clear sealer approx. 20ft. x 6ft.- \$ 2,000

Grind and tuck point cracks inside parapet wall - \$ 800

Re caulk top stone approx. 160 ft. - \$ 2,400

Permit - \$ 1,200

All materials is guaranteed to specified in the above work is to performed in accordance with the specifications submitted for the above work and completed substantial workmanlike manner for sum of Dollars (**\$ 18,200**) payment(s) to be made as specified

Any alterations or deviation from the above specification involving extra cost will be executed only upon written order and will become an extra change over and above this estimate.

All agreements are contingent upon strikes, accidents , or delays beyond our control.

This above prices , specifications and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment(s) will be made as outlined above.

Signature

GONRING000239

6/2012

Move-in

2013

Information for proposals:

3-flat with roof deck and duplex down at the 1st floor. Split-face concrete block sides and back, and brick front. The building was built around 2007, rehabbed in 2012. I'm on the top floor and started having leaks 3 months after moving in, this occurred at the tops of the windowsills during heavy sideways rain. Drops would form and start to drip through the wood sills and also through the sliding doors. I have to put towels under window sills and sliding doors. We were told that the problem was the exterior sealant. I believe there may be other issues as well, which we could explain during a site visit. The builder supposedly sealed the building with Enviroseal PBT and also removed and re-flashed the capstones on the roof parapet. Like I said, I had leaks after a few months, so they must not have done a good job.

1/27/2014

AAA-1 Tuckpointing – Did not proceed with this quote.

Phase 1

-Remove and re-flash the capstones on the roof. (\$11,110.00)

-Repair the sill beneath my front deck, hopefully to control the leakage that you guys had on your south-facing windows. (\$1,400.00)

Phase 2 (\$19,750.00)

-East and West Elevations Sealant application. 20-year manufacturer's warranty.

-tuckpoint the joints.

Phase 3 (\$3,360.00)

-South Elevation sealant application.

2/18/2014

Proposal from Best Brickmasters (\$12,990)

It's about \$13,000 vs. \$20,000 that AAA quoted for the exterior sealing. AAA gave a 20 year warranty on its sealing product (Chemtrete PB100), however option B of the Brickmasters quote also uses that same product and gives a 3 year warranty. If you go to the Chemtrete website it says that the product lasts 20 years.

2/18/2014

Email from Seller explaining the work they did.

John, sorry to hear that your running into some issues at 2726 Cortez. We did remove and flashed all of the capstone and we also sealed the entire building. Attached you will find pictures of the work and what product we used to seal the block. We did numerous water tests

and had rains after the work was completed and we never had any water penetration. Jim Murrin



GONRING000241



GONRING000242

7/2014

The Building Doctor proposal.

Proposal 1 (\$1324) - This covers my front door and bricks. They would spend a day with a hose and identify where leaks are. Then they would come back after it dries and patch up leaks and seal the facade.

Proposal 2 (\$2168) - This covers 3rd floor facade and windows.

8/2014

The Building Doctor performed water testing. They sprayed hoses above windows and water came through after a few minutes. Moved forward with Proposal 2.

12/2014

The Building Doctor performed work in Proposal 2.

2015

Continued to have leaks above all windows and doors on all facades during heavy rains.

2016

There were leaks in above the utility room in the corner.



GONRING000243

At some point in 2016 there were leaks above back door. There is damage to drywall and paint.



GONRING000244

11/7/2017

Pioneer Tuckpointing (\$18,200)

WEST WALL:

- Grind and tuck point top parapet wall and apply clear sealer approx. 60ft. x 6ft.- \$ 5,900

EAST WALL:

- Grind and tuck point top parapet wall and apply clear sealer approx. 60ft. x 6ft.- \$ 5,900

NORTH WALL:

- Grind and tuck point top parapet wall and apply clear sealer approx. 20ft. x 6ft.- \$ 2,000

-Grind and tuck point cracks inside parapet wall - \$ 800

Re caulk top stone approx. 160 ft. - \$ 2,400

Permit - \$ 1,200

11/29/2017

Erie Property Insurance – denies claim based on ESI Engineering Report.

ESI Engineering Report.

- Water infiltration is occurring at various locations of the structure, but particularly at window and door openings.
- The water infiltration is occurring because of deficiencies in the original construction of the building with the predominate issue being improper flashing at wall openings.
- There are no indications of physical damages to the exterior of the building that would cause water intrusion to occur in the areas observed.
- There is no indication that any single weather event has compromised the integrity of the exterior building that would cause water intrusion to occur.
- This condition was not of recent origin and has been present since the building was constructed.
- ESI recommends that the owner retain a masonry contractor to make exploratory openings in the masonry where the water infiltration is occurring and install proper flashing. All cracks in the masonry and other deficiencies

GONRING000245

should be addressed at that time.

- The flashing detail shall be installed in a manner that allows for any infiltration water to flow out of the building and shall also contain proper end dams.

12/2017

Waiting on Quote from D/R Services Unlimited.

Have an appointment on 12/9 with Wickright at 3pm.